

VECELLIO & GROGAN, INC.,

Plaintiff,

v.

LIBERTY MUTUAL INSURANCE
COMPANY,

Defendant.

THIS MATTER IS BEFORE THE COURT on “Defendant Liberty Mutual Insurance Company’s Motion To Stay Litigation Pending Arbitration 9 U.S.C. § 3” (Document No. 11) filed May 2, 2019. This motion has been referred to the undersigned Magistrate Judge pursuant to 28 U.S.C. § 636(b), and immediate review is appropriate. Having carefully considered the motion and the record, the undersigned will grant the motion.

By the instant motion, Defendant contends that the claims in this lawsuit “arise from and depend upon alleged breach(es) of and/or default(s) under Subcontract, which both V&G [Plaintiff] and MBC [Defendant’s principal, Monroe Bypass Constructors, LLC] acknowledge are issues to be determined by arbitration.” (Document No. 11, p. 2).

Plaintiff originally declined to consent to the pending motion. See (Document No. 11, p. 3); see also Local Rule 7.1(b). Plaintiff also failed to file a response to Defendant’s motion. See Local Rule 7.1(e). However, the parties have recently filed a proposed “Consent Order On Defendant Liberty Mutual Insurance Company’s Motion To Stay Litigation Pending Arbitration” (Document No. 15).¹

¹ Proposed orders are no longer required by the Local Rules. See Local Rule 7.1(g).

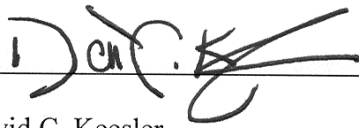
Based on the parties' proposed "Consent Order..." (Document No. 15), the undersigned finds that Plaintiff now consents to the pending "...Motion To Stay Litigation Pending Arbitration..." (Document No. 11).

IT IS, THEREFORE, ORDERED that "Defendant Liberty Mutual Insurance Company's Motion To Stay Litigation Pending Arbitration 9 U.S.C. § 3" (Document No. 11) is **GRANTED**. This matter is hereby **STAYED**.

IT IS FURTHER ORDERED that the parties shall file a joint Status Report on **August 21, 2019**, and **every sixty (60) days thereafter**, until otherwise ordered by the Court or this case is closed.

SO ORDERED.

Signed: May 21, 2019



David C. Keesler
United States Magistrate Judge

